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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
MISSOULA DIVISION

STEVE NELSON, MICHAEL BOEHME  
and BONNER PROPERTY  
DEVELOPMENT, LLC,

Plaintiffs,

vs.

PROJECT SPOKANE LLC, AND SEAN  
WALSH,

Defendants.

Civ. No. 9:20-cv-00082-DWM

**DECLARATION OF  
ROBERT ERICKSON**

I, Robert Erickson, declare and state as follows:

A true and accurate copy of the June 23, 2020 Notice of Termination of the Lease Agreement concerning the Commercial Lease Agreement dated March 1, 2016, as amended, between HyperBlock, LLC and Bonner Property Development, LLC, is attached hereto as Exhibit 1.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 17th day of July 2020.

  
Robert Erickson

## **Exhibit 1**



**BJORNSON JONES MUNGAS**  
PLLC

2809 Great Northern Loop, Suite 100  
Missoula, Montana 59808  
Telephone (406) 721-8896 • Fax (406) 541-8037 • [bjorlaw@bjornsonlaw.com](mailto:bjorlaw@bjornsonlaw.com)

June 23, 2020

**SENT VIA USPS PRIORITY MAIL, DELIVERY CONFIRMATION AND BY EMAIL**

Hyperblock LLC  
140 Yonge Street, #209  
Toronto, ON M5C 1X6  
Attention: Inder Saini  
[inder@hyperblock.co](mailto:inder@hyperblock.co)

Hyperblock, Inc.  
2 St. Claire Avenue East, Suite 1100  
Toronto, ON M4T 2T5  
Attention: Hans Rizarri  
[hans.rizarri@crowesoberman.com](mailto:hans.rizarri@crowesoberman.com)

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**RE: NOTICE OF TERMINATION OF LEASE AGREEMENT**

Ladies and Gentlemen:

As you know, we represent Bonner Property Development, LLC ("BPD") and its principal, Stephen Nelson and Michael Boehme, regarding the Commercial Lease Agreement dated March 1, 2016, as amended (the "Lease"), between HyperBlock LLC, a Delaware limited liability company ("HyperBlock"), as Tenant, and BPD, as Landlord. You have been previously provided with a notice of default, dated June 2, 2020, related to HyperBlock's failure to pay rent due under the Lease. As of the date of this letter, such default has not been cured. Accordingly, pursuant to the terms of the Lease, you are hereby provided this **NOTICE OF TERMINATION OF THE LEASE**.

As provided in Section 17.a. of the Lease, HyperBlock remains liable to BPD for damages in an amount equal to the rent and other sums owing by HyperBlock under the Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the property by BPD subsequent to the termination, after deducting all of BPD's reletting expenses (as further described in the Lease). Please remit such payments to BPD at the address provided in the Lease.

Sincerely,  
BJORNSON JONES MUNGAS, PLLC

A handwritten signature in dark ink, appearing to read "David H. Bjornson", written over a horizontal line.

David H. Bjornson  
[david@bjornsonlaw.com](mailto:david@bjornsonlaw.com)

DHB:kjb

C: Bonner Property Development, LLC